

### LEGISLATIVE BRANCH CITY OF BINGHAMTON

William Berg, City Council President Jeremy Pelletier, City Clerk

#### **CITY COUNCIL WORK SESSION AGENDA** City Council Work Room, 38 Hawley Street, Binghamton Monday March 2, 2015

 $The \textit{ Work Session begins at 6:00pm. Times for \textit{RL(s)/Topics are approximate only and items may be considered earlier or later.} \\$ 

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	Finance	Motsavage	RL 15-36: CHDO Renovation Project at	13	Kelly Robertson, Steve
6:00pm	Fillalice	iviotsavage	27 Pine Street	15	Quinn
6:15pm	Finance	Motsayago	RL 15-40: Increase 2014 JSTP budget to	19-34	Charles Pearsall
0.13hiii	Finance Motsavage		recognize a settlement	15-54	Cildiles Fedisali
6:30pm			<b>Discussion:</b> City Council Phones		Mike Dervay
			<b>Discussion:</b> Reallocation of FY 40 CDBG		
			funds for HAVEN after school program		
	Finance	Motsavage	RL 15-23: ACHIEVE use of FY 40 CDBG	1	
			funds in the amount of \$10,626		
	Finance	Motsavage	RL 15-24: Action for Older Persons use	2	
			of FY 40 CDBG funds in the amount of		
			\$19,998		
	Finance	Motsavage	RL 15-25: Agreement with BCUL for use	3	
			of FY40 CDBG funds in the amount of		
			\$15,000		
	Finance Motsavage	RL 15-26: Boy & Girls Club use of FY40	4		
			CDBG funds in the amount of \$16,000		
	Finance	Motsavage	RL 15-27: CCE use of FY40 CDBG funds	5	
	Finance Motsavage		in the amount of \$18,681		
			RL 15-29: Mothers & Babies Perinatal	6	
			Network use of FY40 CDBG funds in the		
6:45pm			amount of \$20,000		Jared Kraham,
0.45pm	Finance	Motsavage	<b>RL 15-30:</b> United Way use of FY40 CDBG	7	Stephen Carson
			funds in the amount of \$8,000		
	Finance	Motsavage	<b>RL 15-38:</b> Catholic Charities RSVP use of	17	
			FY40 CDBG funds in the amount of		
			\$5,847.50		
	Finance Motsavage		RL 15-39: Center for Employment	18	
			Opportunities use of FY40 CDBG funds		
			in the amount of \$5,847.50		
	Finance	Motsavage	RL 15-32: YWCA use of FY40 ESG funds	9	
			in the amount of \$34,205.25		
	Finance	Motsavage	<b>RL 15-33:</b> Catholic Charities use of FY40	10	
			ESG funds in the amount of 42,106.25		
	Finance	Motsavage	RL 15-34: Family Enrichment Network	11	
			use of FY40 ESG funds in the amount of		
			\$47,000.25		
	Finance	Motsavage	RL 15-35: VOA use of FY40 ESG funds in	12	
			the amount of \$11,712.25		

City Hall 38 Hawley Street Binghamton, NY 13901 www.cityofbinghamton.com Phone: (607) 772-7005 Fax: (607) 772-7155



### LEGISLATIVE BRANCH CITY OF BINGHAMTON

William Berg, City Council President Jeremy Pelletier, City Clerk

7:00pm	Finance	Motsavage	RL 15-31: Increase RESTORE NY grant lines for projects nearing completion		Bob Murphy
7:15pm			Discussion: Rental Registration		Tom Costello, Ken Frank
	Finance	Motsavage	RL 15-41: Various transfers in the 2015	35-37	
7:30pm			budget for Grant Consulting Services		Jared Kraham
7.30piii	Finance	Motsavage	RL 15-42: Agreement with Wladis Law	38-40	Jaieu Kranam
			Firm for grant consulting services		
			<b>Discussion:</b> Energy Contract		
	PW/Parks	Motsavage	RL 15-37: Agreement with NYSDOT for	14-16	
			signal replacement at North Shore Dr		
			and NYS Rt. 363 at Exchange St. bridge		
	Finance Motsavage				
			Engineer for additional design services		
			for flood mitigation improvements at		
7:45pm			the JSTP		Gary Holmes
	Finance	Motsavage	<b>RL 15- 44:</b> Agreement with NYS Division	50-109	
			of Homeland Security and Emergency		
			Services for replacement of generator		
			at Frederick St. pump station		
	Finance	Motsavage	RL 15-45: Agreement with Ram-Tech	110-117	
			for engineering services for Terminal		
			Pumping Station at JSTP		
8:00pm			<b>Discussion:</b> Review of Committee		Council President
0.00piii			Reports & Pending Legislation		Berg

#### **COMMITTEE REPORTS**

**Employees Committee: Berg (Chair), Webb, Papastrat** 

Potential amendments to residency requirements for City of Binghamton employees.

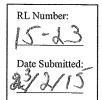
Municipal & Public Affairs Committee: Motsavage (Chair), Webb, Matzo

Potential amendments to the City of Binghamton's noise ordinance regulations.

Public Works/Parks & Recreation Committee: Motsavage (Chair), Berg, Mihalko

Review the Traffic Signal Removal Study.





City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

#### REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Request submitted by:	Jared M. Kraham					
Title/Department:	Office of the Mayor					
Contact Information:	(607) 772-7001					
	RL Information					
Proposed Title:	A Resolution authorizing the Mayor to enter into an agreement with					
ACHIEVE for the use of	FY 40 CDBG fundi	ng in an amount n	ot to exceed \$1	0,626.00		
,	· VII					
Suggested Content:	To be drafted by C	orporation Counse	el.			
					- 49	
MUNIS Budget Line: CE	)8676.533515.CDY	40		7.		
	Ad	ditional Informa	tion			
Does this RL concern gr	ant funding?		Yes 🗷	No 🗆		
If 'Yes', is the required l	RL Grant Workshee	et attached?	Yes □	No 🗷		
Is additional information	related to the RL a	ttached?	Yes 🗆	No 🗷		
Is RL related to previous	sly adopted legislati	on?	Yes □	No ⊠		
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):						
		OFFICE USE ONLY	<b>Y</b>	14	_	
Mayor:	Tuine	0/52	n.C			
Comptroller:	L	1				
Corporation Counsel:		i.d.	College Colombia Colo			
Finance & Planni	ing D MPA D	PW/Parks 🗆	Employees 🗆	Rules/Special Studies		



RL Number:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

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### **Applicant Information** Request submitted by: Jared M. Kraham Title/Department: Office of the Mayor Contact Information: (607) 772-7001 **RL Information** A Resolution authorizing the Mayor to enter into an agreement with Proposed Title: Actions for Older Persons for the use of FY 40 CDBG funding in an amount not to exceed \$19,998.00 To be drafted by Corporation Counsel. Suggested Content: MUNIS Budget Line: CD8676.533515.CDY40 **Additional Information** Does this RL concern grant funding? Yes M No □ If 'Yes', is the required RL Grant Worksheet attached? Yes No 🗷 Is additional information related to the RL attached? Yes No ₪ Is RL related to previously adopted legislation? Yes No ₪ If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): OFFICE USE ONLY Mayor: Comptroller: **Corporation Counsel:** Finance X Planning [ MPA 🗆 PW/Parks Employees

Rules/Special Studies

Finance of

Planning

MPA 🗆

## Legislative Branch

RL Number:

5-25

Date Submitted:

3/2//5

City Clerk, City Hall, Binghamton, NY 13901 6

607-772-7005

#### REQUEST FOR LEGISLATION

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### **Applicant Information** Request submitted by: Jared M. Kraham Title/Department: Office of the Mayor (607) 772-7001 **Contact Information:** RL Information A Resolution authorizing the Mayor to enter into an agreement with Broome **Proposed Title:** County Urban League for the use of FY 40 CDBG funding in an amount not to exceed \$15,000.00 To be drafted by Corporation Counsel. Suggested Content: MUNIS Budget Line: CD8676.533515.CDY40 **Additional Information** Does this RL concern grant funding? Yes 🗷 No □ If 'Yes', is the required RL Grant Worksheet attached? Yes No ₪ Is additional information related to the RL attached? Yes □ No 🗷 Is RL related to previously adopted legislation? Yes □ No ⊠ If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): OFFICE USE ONLY Mayor: Comptroller: Corporation Counsel:

Employees

Rules/Special Studies

PW/Parks

RL Number:

15-16

Date Submitted:

3/1/5

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

#### REQUEST FOR LEGISLATION

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	Laura de B.A. L.C., als ausa				
Request submitted by:	Jared IVI. Kranam				
Title/Department:	itle/Department: Office of the Mayor				
Contact Information:	Contact Information: (607) 772-7001				
		RL Information	ı		
Proposed Title:	A Resolution author	izing the Mayor to	o enter into an aç	greement with Boys &	
Girls Club of Binghamto	n for the use of FY 4	0 CDBG funding	in an amount no	t to exceed \$16,000.00	
Suggested Content:	To be drafted by Co	orporation Counse	el.		
MUNIS Budget Line: CI	D8676.533515.CDY4	40	·		
	Add	litional Informa	tion		
Does this RL concern gr	rant funding?		Yes 🗷	No 🗆	
If 'Yes', is the required	RL Grant Worksheet	t attached?	Yes □	No ⊠	
Is additional information	n related to the RL at	ttached?	Yes □	No ₪	
Is RL related to previou	sly adopted legislation	on?	Yes □	No 🛚	
If 'Yes', please provide	Permanent Ordinanc	ce/Resolution/Loc	cal Law number(	s):	
Mayor: Comptroller:	Tilge	OFFICE USE ONLY	Q		
Corporation Counsel:					
Finance of Plann	ning   MPA	PW/Parks 🗆	Employees	Rules/Special Studies	



RL Number:

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| Date Submitted:
| 3/4//5

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

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## Applicant Information Request submitted by: Jared M. Kraham

and described by.					
Title/Department:	epartment: Office of the Mayor				
Contact Information:	(607) 772-7001				
	RL Information	on			
Proposed Title:	Proposed Title:  A Resolution authorizing the Mayor to enter into an agreement with Cornell				
Cooperative Extension	for the use of FY 40 CDBG funding	in an amount not	to exceed \$18,681.00		
Suggested Content:	To be drafted by Corporation Cour	nsel.			
MUNIS Budget Line: CI	D8676.533515.CDY40				
	Additional Inform	nation			
Does this RL concern gr	ant funding?	Yes 🗷	No □		
If 'Yes', is the required l	RL Grant Worksheet attached?	Yes □	No ⊠		
Is additional information	related to the RL attached?	Yes □	No 🗈		
Is RL related to previous	s RL related to previously adopted legislation?  Yes  No   No				
If 'Yes', please provide	Permanent Ordinance/Resolution/L	ocal Law number	(s):		
Mayor: Comptroller: Corporation Counsel:	OFFICE USE ON	LY.O			
Finance Planni	ng □ MPA □ PW/Parks □	Employees	Rules/Special Studies		

RL Number:
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Date Submitted:
3/4/5

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

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Request submitted by:	Jared M. Kraham					
Title/Department:	Office of the Mayor					
Contact Information:	(607) 772-7001					
	RL Informatio	o <u>n</u>				
Proposed Title:	A Decelution outlessing the Bilance to set of the second outless the s					
& Babies Perinatal Netw	ork for the use of FY 40 CDBG fund	ding in an amount	not to exceed \$20,000.00			
Suggested Content:	To be drafted by Corporation Coun	sel.				
		· · · · · · · · · · · · · · · · · · ·				
MUNIS Budget Line: CE	08676.533515.CDY40					
	Additional Inform	ation				
Does this RL concern gr	ant funding?	Yes 🗷	No □			
If 'Yes', is the required l	RL Grant Worksheet attached?	Yes □	No ⊠			
Is additional information	related to the RL attached?	Yes □	No ⊠			
Is RL related to previous	sly adopted legislation?	Yes □	No 🗷			
If 'Yes', please provide	Permanent Ordinance/Resolution/L	ocal Law number(	s):			
	OFFICE USE ON	LY,				
Mayor:	Miles Getter	il				
Comptroller:						
Corporation Counsel:	AA	ACCUPATION OF THE PROPERTY OF				
Finance of Planni	ing D MPA D PW/Parks D	Employees	Rules/Special Studies			

RL Number:

15-30

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 6

607-772-7005

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Request submitted by:	Jared M. Kraham					
Title/Department:	Office of the Mayor					
Contact Information: (607) 772-7001						
	RL Informati	<u>on</u>				
Proposed Title:	A Resolution authorizing the Mayo	r to enter into an a	greement with United Way			
_	ne use of FY 40 CDBG funding in a	n amount not to ex	ceed \$8,000.00			
			·			
Suggested Content:	To be drafted by Corporation Cou	nsel.				
MUNIS Budget Line: Cl	D8676.533515.CDY40					
	Additional Inform	nation				
Does this RL concern gr	rant funding?	Yes ⊠	No □			
If 'Yes', is the required	RL Grant Worksheet attached?	Yes □	No 🗷			
Is additional information	n related to the RL attached?	Yes □	No 🗷			
Is RL related to previou	sly adopted legislation?	Yes □	No 🛚			
If 'Yes', please provide	Permanent Ordinance/Resolution/I	Local Law number	(s):			
	OFFICE USE OF	NI V				
Mayor:	OFFICE USE OF	20				
Comptroller:	- July of the					
Corporation Counsels	AA					
Finance & Plant	ning D MPA D PW/Parks D	Employees □	Rules/Special Studies			

Finance

Planning

MPA D

## Legislative Brancl

RL Number: Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

#### REQUEST FOR LEGISLATION

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### **Applicant Information** Request submitted by: Jennie Skeadas Sherry Director - Planning Housing & Community Development Title/Department: ijskeadas-sherry@cityofbinghamton.com **Contact Information: RL** Information An ordinance increasing RESTORE NY Grant lines by \$900,000. **Proposed Title:** RESTORE NY projects are ongoing and nearing completion and developers **Suggested Content:** will be invoicing, request RESTORE NY grant line increases for residential and commercial properties. Expenditure Line H8666.5555.C0018 and revenue lines: H43989.C0018 (Restore NY 2 & 3) Permanent Ordinance 10-014,10-045, 11-01. **Additional Information** Does this RL concern grant funding? Yes 🗷 No □ If 'Yes', is the required RL Grant Worksheet attached? Yes No 🗷 Is additional information related to the RL attached? Yes 🗷 No 🗆 Is RL related to previously adopted legislation? Yes 🗷 No □ If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): 10-014,10-045, 11-01. Mayor: Comptroller: **Corporation Counsel:**

Employees

Rules/Special Studies

RL Number:

13-32

Date Submitted:

27315

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

#### REQUEST FOR LEGISLATION

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Request submitted by:	Stephen T. Carson				
Title/Department:	partment: Grants Administrator - Planning, Housing, Community Development				
Contact Information:	stcarson@cityofbingha	mton.com			
	RL	Information			
Proposed Title:	oposed Title: A resolution authorizing the Mayor to enter into an agreement with				
YWCA for the use of FY	′ 40 ESG funding in an a	mount not to e	exceed \$34,20	5.25.	
Suggested Content:	Suggested Content: To be drafted by Corporation Counsel				
	Additio	nal Informati	on		
Does this RL concern gr	ant funding?		Yes 🕾	№ □	
If 'Yes', is the required	RL Grant Worksheet atta	ached?	Yes □	No □	
Is additional information	related to the RL attach	ed?	Yes □	No 🗆	
Is RL related to previous	sly adopted legislation?		Yes □	No 🗆	
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):					
Mayor:  Comptroller:  Corporation Counsel:  Finance & Planning   MPA   PW/Parks   Employees   Rules/Special Studies					

RL Number:
15-33
Date Submitted:
273 15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

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Request submitted by:	Request submitted by: Stephen T. Carson						
Title/Department:	Department: Grants Administrator - Planning, Housing, Community Development						
Contact Information:	stcarson@cityofbinghamton.com						
	RL Information						
Proposed Title:	Proposed Title:  A resolution authorizing the Mayor to enter into an agreement with						
Catholic Charities for the	e use of FY 40 ESG funding in	an amount not to excee	ed \$42,106.25.				
Suggested Content:	To be drafted by Corporation (	Counsel	788				
		4.4.4.					
	Additional In	formation					
Does this RL concern gr	ant funding?	Yes 🗷	№ □				
If 'Yes', is the required	RL Grant Worksheet attached?	Yes □	No □				
Is additional information	related to the RL attached?	Yes □	No □				
Is RL related to previous	ly adopted legislation?	Yes □	No □				
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):							
OFFICE USE ONLY							
Mayor:	Mayor: Parling Land						
Comptroller:	Comptroller:						
Corporation Counsek			No.				
Finance & Planni	ng D MPA D PW/Park	Employees	Rules/Special Studies				



RL Number:

15-34

Date Submitted:

22315

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

#### REQUEST FOR LEGISLATION

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Request submitted by:	equest submitted by: Stephen T. Carson					
Title/Department:	Grants Administrator- Planning, Housing and Community Development					
Contact Information:	stcarson@cityofbinghamton.com					
	RL Information					
Proposed Title:	A resolution authorizing the Mayor to enter into an agreement with					
Family Enrichment Netw	Family Enrichment Network for the use of FY 40 ESG funding in an amount not to exceed \$47,000.25.					
Suggested Content:	To be drafted by Corporation Cou	nsel				
	Additional Inform	nation				
Does this RL concern gra	ant funding?	Yes 🗷	No 🗆			
If 'Yes', is the required I	RL Grant Worksheet attached?	Yes □	No 🗆			
Is additional information	related to the RL attached?	Yes □	No □			
Is RL related to previous	ly adopted legislation?	Yes □	No □			
If 'Yes', please provide l	Permanent Ordinance/Resolution/I	Local Law number(	(s):			
Mayor:	OEFICE USE OF	NLY				
Comptroller:						
Corporation Counsel:		and the second s				
Finance & Planni	ng o MPA o PW/Parks o	Employees	Rules/Special Studies			

RL Number:
15 - 35

Date Submitted: 2 23 5

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Request submitted by:	Stephen T. Carson				
Title/Department:	Grants Administrator - Planning, Housing and Community Development				
Contact Information:	stcarson@cityofbingham	ton.com			
	RL Information				
Proposed Title:	A resolution authorizing the Mayor to enter into an agreement with				
Volunteers of America of	Volunteers of America of Western New York for the use of FY 40 ESG funding in an amount				
not to exceed \$11,712.2	25.				
Suggested Content:	To be drafted by Corpora	tion Counsel			
	Addition	al Informati	on		
Does this RL concern gr	ant funding?		Yes 🛚	No □	
If 'Yes', is the required	RL Grant Worksheet attac	hed?	Yes □	No 🗆	
Is additional information	n related to the RL attached	d?	Yes □	№ □	
Is RL related to previous	sly adopted legislation?		Yes □	No □	
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):					
	OFFICE	E USE ONLY			
Mayor:	Thelpro Lyx	12nd	)		
Comptroller:		ilang			
Corporation Counsel:	4	the survey of th			
Finance 🗴 Plann	ing D MPA D PW	Parks-6-	Employees	Rules/Special Studies	



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REQUEST FOR LEGISLATION

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Request submitted by:	Request submitted by: Jennie Skeadas Sherry					
Title/Department:	PHCD Director					
Contact Information:	607-772 7028 or ijskeadas-sherry@cityofbinghamton.com					
	RL Information					
<b>Proposed Title:</b>	oposed Title: CHDO Renovation Project at 27 Pine St.					
Request approval to allo	ocate \$89,591.00 of H	OME-CHDO set	aside funds to Op	pportunities For Broome		
for renovations to the pr	operty the agency cur	rently owns loca	ted at 27 Pine St.			
Suggested Content:	Project will be funded	with HOME CH	DO set aside fund	ds from budget lines:		
CE8689-CEY36: \$999.7	'9; CE8689-CEY37: \$	10,888.57; CE86	889-CEY38: \$29,5	572.26		
CE8689-CEY39: \$48,93	0.38					
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	,			
1	Addit	ional Informat	ion	1 100		
Does this RL concern gr	ant funding?		Yes □	No 🗈		
If 'Yes', is the required l	RL Grant Worksheet a	ttached?	Yes □	No 🛚		
Is additional information	related to the RL atta	ched?	Yes □	No ⊠		
Is RL related to previous	ly adopted legislation	?	Yes □	No ⊠		
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):						
Mayor:  Comptroller:  Corporation Counsel:						
Finance Planni	ng □ MPA □	PW/Parks 🗆	Employees 🗆	Rules/Special Studies		

RL Number:

15-37

Date Submitted:

21315

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

#### REQUEST FOR LEGISLATION

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Re	quest submitted by:	Gary R. Holmes, I	P.E.						
Ti	itle/Department: Acting City Engineer, Engineering Dept.								
Co	Contact Information: grholmes@cityofbinghamton,com								
	RL Information								
Pr	Proposed Title:  A Resolution Authorizing the Mayor to Enter Into an Agreement with the								
	~	e Traffic Signal (No	. 50) at the Intersec	ction of North S	hore Dr and NYS Rt 363				
	t the Exchange St. Br								
			rizing the Mayor to	enter into as a	greement with the NYSDOT				
	ggested Content: replace the traffic sig			-					
	change St Bridge. Th								
m	aintain the lighting up	oon installation by th	ne State.						
		Ad	lditional Informat	ion					
Do	es this RL concern gr	rant funding?		Yes □	No 🗷				
If	Yes', is the required	RL Grant Workshe	et attached?	Yes □	No E				
Is a	additional information	n related to the RL	attached?	Yes 🛮	No □				
Is l	RL related to previou	sly adopted legislat	ion?	Yes □	No ⊠				
If'	Yes', please provide	Permanent Ordinar	ce/Resolution/Loc	al Law number	(s):				
		A.	OFFICE USE ONLY	40	4				
	Mayor:	- Harry	44X		,				
	Comptroller:	- J. M.	1 11 m	17					
	Corporation Counsel:	Milly .	Julia new restation accomming to recita an accommensary	Service Control of the Control of th					
	Finance Delann	ingo MPAO	PW/Parks	Employees 🗆	Rules/Special Studies 🗆				

ANDREW M. CUOMO Governor JOAN McDONALD Commissioner JACK WILLIAMS, P.E. Regional Director

January 30, 2015

Mr. Gary R. Holmes, P.E. City of Binghamton Commissioner of Public Works 38 Hawley St. Binghamton, New York 13901-3776

Dear Mr. Holmes:

Re: PIN 980629, SIGNAL REQUIREMENTS CONTRACT FOR

**BROOME, SCHOHARIE, & TIOGA COUNTIES** 

SITE: SIGNAL 50 -NYS ROUTE 363 (SH 444 - NORTH

SHORE DRIVE) AT EXCHANGE ST.

COPY OF STREET LIGHTING AGREEMENTS FOR

REVIEW AND APPROVAL

CITY OF BINGHAMTON, BROOME COUNTY

LETTING DATE: AUGUST 20, 2015

As part of the subject reconstruction of Signal 50 at the intersection of NYS Route 363 (SH 444 – North Shore Drive) with Exchange St. in the City of Binghamton, the State has committed to installing new lighting at the subject intersection as shown in attached project plan sheets. This in turn requires a commitment on the part of the City to energize and maintain the lighting upon installation by the State.

Note the project incorporates\uses the City of Binghamton style light standard and uses LED luminaire as shown in attached copy of MD-1 to reduce energy costs for the City of Binghamton.

Therefore I have attached six (6) copies of the Lighting Agreement and Resolution for the City's approval along with four sets of lighting plan sheets for the City's reference. Also, if the City of Binghamton has an alternate style of a resolution form, replace the provided form with the City resolution format form.

Please keep one (1) copy of all forms for your records and return five (5) completed resolutions and street light agreements. NYSDOT utilities in turn will review and return one signed copy of the completed street lighting agreement for your records.

Mr. Gary R. Holmes, P.E. Page Two January 30, 2015

If you have any further questions, please do not hesitate to contact me at (607) 721-8187 or by email at <a href="mailto:marvin.fetterman@dot.ny.gov">marvin.fetterman@dot.ny.gov</a>.

Sincerely,

Marvin Fetterman, P.E.

Regional Utilities Engineer

Marin Dellieren

MF/kc

Enclosure: 4 Copies of Signal 50 Plan Sheets

6 Copies of Street Lighting Agreement and Resolution

cc: File (2)



RL Number:

| 5 - 3 8 |
Date Submitted:

3/4/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

#### REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Request submitted by:	Jared M Kraham		marker 9					
•								
Title/Department: Office of the Mayor								
Contact Information: (607) 772-7001								
	RL Info	ormation						
Proposed Title:	A Resolution authorizing the	e Mayor to	enter into an aç	greement with Catholic				
Charities RSVP for the u	se of FY 40 CDBG funding	in an amo	unt not to excee	ed \$5,847.50				
Suggested Content:	To be drafted by Corporatio	on Counsel	l.					
MUNIS Budget Line: CD	8676.533515.CDY40							
	Additional	Informati	ion					
Does this RL concern gra	ant funding?		Yes ⊠	No □				
If 'Yes', is the required I	RL Grant Worksheet attache	ed?	Yes □	No 🗷				
Is additional information	related to the RL attached?	,	Yes □	No ⊠				
Is RL related to previous	ly adopted legislation?		Yes □	No ⊠				
If 'Yes', please provide I	Permanent Ordinance/Resol	ution/Loca	ll Law number(s	s):				
The second secon	OFFICE I	USE ONLY	0					
Mayor:	Thelegol Los	lane	<u></u>					
Comptroller:								
Corporation Counsel:		and control of the second state of the second	The transmission of the contract of the contra					
Finance Planni	ng o MPA o PW/Pa	arks □	Employees	Rules/Special Studies				



RL Number: 15-39
Date Submitted: 3/2//5

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

#### REQUEST FOR LEGISLATION

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	- Sometime of the state of the		
Request submitted by:	Jared M. Kraham		
Title/Department:	Office of the Mayor		
Contact Information:	(607) 772-7001		
	RL Inform	ation	
Proposed Title:	A Resolution authorizing the Ma	ayor to enter into an a	greement with Center for
Employment Opportunit	es for the use of FY 40 CDBG for	unding in an amount i	not to exceed \$5,847.50
Suggested Content:	To be drafted by Corporation Co	ounsel.	
MUNIS Budget Line: CE	08676.533515.CDY40		
	Additional Info	rmation	
Does this RL concern gra	ant funding?	Yes 🗷	No □
If 'Yes', is the required I	RL Grant Worksheet attached?	Yes □	No ⊠
Is additional information	related to the RL attached?	Yes □	No 🗷
Is RL related to previous	ly adopted legislation?	Yes □	No ₪
If 'Yes', please provide I	Permanent Ordinance/Resolution	n/Local Law number(	s):
Mayor:	OFFICE USE	ONLY	
Comptroller:	Land of Landson		
Corporation Counsel:	41		
Finance & Planni	ng   MPA   PW/Parks	Employees a	Rules/Special Studies

RL Number:	
Date Submitted:	

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

#### REQUEST FOR LEGISLATION

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Request submitted by:	Charlie Pearsall		
Title/Department:	Business Manager, B-JCJWTP		
Contact Information:	cpearsall@stny.rr.com, 607.765	5.6870	
	RL Informa	tion	
Proposed Title:	Increase Appropriations in the	ृB-JCJSB 2014	Budget to Recognize a
Settlement and Establis	h a Reserve for Filtration Media		
Suggested Content:	Increase appropriations in the J.	4260.J0BAF Insura	псе Recoveries - BAF rev.
line in the amount of \$5	50,000; increase appropriations o	n the J8130.55430	J0BAF Legal Services -BAF
expense line and place	the remaining \$509,000 in reserv	e in an account est	ablished by the Comptroller,
for use of purchasing file	tration media for the rehabilitated	biological filtration	at the Sewage Plant.
	Additional Infor	mation	
Does this RL concern gr	ant funding?	Yes □	No &
If 'Yes', is the required I	RL Grant Worksheet attached?	Yes □	No 🗅
Is additional information	related to the RL attached?	Yes z	No 🗆
Is RL related to previous	ly adopted legislation?	Yes 🗆	No B
If 'Yes', please provide I	Permanent Ordinance/Resolution/	Local Law number	(s):
	OFFICE USE O	NLY	
Mayor:			
Comptroller:	<u> </u>		
Corporation Counsel:	-		
Finance o Planzin	go MPA o PW/Parks o	Employees o	Rules/Special Studies 🗅

REQUEST FOR LEGISLATION TO THE BOARD OF TRUSTEES OF THE VILLAGE OF JOHNSON CITY

Requested by: Binghamton-Johnson City Joint Sewage Board  Title & Department, if applicable: POC: Charlie Pearsall, Business Manager  Address: 4480 Vestal Road  Vestal, NY 13850  Telephone: 765-6870 (cell)
SUGGESTED TITLE: Increase appropriations of 2014 Budget for the B-JCJSB to recognize settlement of claim for media loss and establish a reserve for the purchase of new media.
PURPOSE OF LEGISLATION: Check for \$550,000 was received to settle the claim for loss incurred in the insurance claim for lost media after the cell wall collapse.
SUGGESTED CONTENT: (please see proposed resolution text attached)



### Binghamton-Johnson City JOINT SEWAGE BOARD



Eugene Hulbert, Sr. Gary Holmes **Edward Crumb** 

Stephen Andrew George Kolba, Jr. Ron C. Davis

### CERTIFICATE OF RESOLUTION OF THE BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD REGARDING: MODIFY 2015 BUDGET SET-UP RESERVE ACCOUNT IN CAPTIAL

I, Michele Cuevas, Confidential Secretary of the Binghamton-Johnson City Joint Sewage Board, DO HEREBY CERTIFY that, at the regular meeting of the Binghamton-Johnson City Joint Sewage Board held on February 10, 2015, duly convened and a quorum being present and participating throughout the subject action set forth below, the following RESOLUTION was duly adopted on motion duly made, seconded, and carried, which RESOLUTION remain in full force and effect: Board Members present:

Eugene Hulbert, Sr., (Chairman), George Kolba, Jr., Edward Crumb, Stephen Andrew, Gary Holmes and Ronald Davis

Motion made by Edward Crumb for the Board to approve and direct Request For Legislation be prepared to Owners' Legislative bodies to modify the 2015 budget to reflect an additional \$550,000 into J.42680.J0BAF (insurance recovery BAF) and increase appropriations for the J8130.54430.J0BAF by \$50,000 (legal services) and authorize and direct the Fiscal Officer to set up a reserve account in the amount of \$500,000 as directed by Owners in the Capital budget

Motion carried: 6 ayes, 0 nays, 0 absent

I HEREBY CERTIFY that the foregoing is a true and complete copy of the resolution duly adopted at the aforesaid meeting of the Joint Sewage Board in accordance with the provisions of said Board's By-Laws, that the resolution has not in any way been rescinded or annulled, and that the resolution is still in full force and

IN WITNESS WHEREOF, I have hereunto set my hand as Confidential Secretary of the Joint Sewage Board,

Confidential Secretary, Joint Sewage Board

ATTEST: C

Charles Pe

Business Manager, Joint Sewage Board

Catherine P. Young, Superintendent Binghamton-Johnson City Joint Sewage Treatment Facilities 4480 Vestal Road, Vestal, New York 13850 Phone: 607-729-2975 Fax: 607-729-0110 Email: bjcwwtp@stny.rr.com

### PROPOSED LEGISLATION WORDING

#### RESOLUTION

entitled

AN ORDINANCE AUTHORIZING AN INCREASE IN THE B-JCJSB 201¶ BUDGET TO ESTABLISH A RESERVE FOR MEDIA REPLACEMENT USING THE INSURANCE SEITLEMENT.

WHEREAS, the Board of Trustees of the Village of Johnson City and the Council of the City of Binghamton jointly approve the annual budget of the Binghamton-Johnson City Joint Sewage Board ("JSB"); and

WHEREAS, Inter-Municipal Agreement No. X sets forth the procedure for the JSB to request approval of budget transfers and modifications during the year or within 30 days thereafter so long as any transfers do not increase the JSB's budgeted expenses for the year; and

WHEREAS, the JSB has received a claim payment for the damaged media from the collapse of cell walls in the amount of \$550,000.00 from a negotiated settlement.

NOW, THEREFORE, the Board of Trustees of the Village of Johnson City, duly convened in regular session, does hereby resolve as follows:

Increase the appropriation on line J.42680.J0BAF "Insurance Recoveries - BAF" by \$550,000.00

Increase the appropriation on line J8130.54430.J0BAF "Legal Services - BAF" by \$50,000.00

Establish a reserve in a balance sheet account on the Sewage Treatment Plant's ledger (as determined by the City Comptroller) to hold the remaining \$500,000.00 settlement to be used only in the purchase of media for the rehabilitated biological filtration system or to transfer the amount to the lead agency for their purchase of or reimbursement for filtration media for use at the Sewage Treatment Plant at such time as the new media is required.

Directs the Binghamton Comptroller/Board CFO to make the necessary budget and ledger changes within the Joint Sewage 2014 Capital Budget.

Charles Pearsal!
Business Manager
Binghamton-Johnson City Joint Sewage Board
02/24/2015

### PROPOSED LEGISLATION WORDING

#### RESOLUTION

entitled

AN ORDINANCE AUTHORIZING AN INCREASE IN THE B-JCJSB 2014 BUDGET TO ESTABLISH A RESERVE FOR MEDIA REPLACEMENT USING THE INSURANCE SETTLEMENT.

WHEREAS, the Council of the City of Binghamton and the Board of Trustees of the Village of Johnson City jointly approve the annual budget of the Binghamton-Johnson City Joint Sewage Board ("JSB"); and

WHEREAS, Inter-Municipal Agreement No. X sets forth the procedure for the JSB to request approval of budget transfers and modifications during the year or within 30 days thereafter so long as any transfers do not increase the JSB's budgeted expenses for the year; and

WHEREAS, the JSB has received a claim payment for the damaged media from the collapse of cell walls in the amount of \$550,000.00 from a negotiated settlement.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby resolve as follows:

Increase the appropriation on line J.42680.J0BAF "Insurance Recoveries - BAF" by \$550,000.00

Increase the appropriation on line J8130.54430. J0BAF "Legal Services – BAF" by \$50,000.00  $\,$ 

Establish a reserve in a balance sheet account on the Sewage Treatment Plant's ledger (as determined by the City Comptroller) to hold the remaining \$500,000.00 settlement to be used only in the purchase of media for the rehabilitated biological filtration system or to transfer the amount to the lead agency for their purchase of or reimbursement for filtration media for use at the Sewage Treatment Plant at such time as the new media is required.

Directs the Binghamton Comptroller/Board CFO to make the necessary budget and ledger changes within the Joint Sewage 2014 Capital Budget.

Charles Pearsall
Business Manager
Binghamton-Johnson City Joint Sewage Board
02/24/2015



### Glatfelter Claims Management, Inc. P O Box 5126 York, PA 17405 (800) 233-1957

HINCKLEY ALLEN 30 SOUTH PEARL STREET SUITE 901 ALBANY, NY 12207-3492

BY: .....

PAYMENT IS BEING ISSUED FOR: NEGOTIATED SETTLEMENT TO CONCLUDE MEDIA CLAIM.

CHECK NUMBER:

0001066639

**CLAIM NUMBER:** 

NYSP211050976-00011

PAYMENT AMOUNT: \$\*\*\*\*550,000.00

#### Payment On Behalf Of AAIC

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and subject to criminal prosecution and civil penalities.

RYDERD SPECIAL DISTRICTS

Please detach voucher and deposit check promptly.

THIS CHECK IS VOID WITHOUT A BLUE & GREEN EACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE	
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PAY: Five hundred fifty thousand and 00/100 Dollars	
	<b>*****</b> 550,000.00

TO THE ORDER OF

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

AND.

HINCKLEY ALLEN

AUTHORIZED SIGNATURE

### CITY OF BINGHAMTON, N.Y. JOURNAL VOUCHER

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## State of New York REMITTANCE ADVICE for CHECK NO. 03261741

NOTICE: To access remittance information on any one of your NYS payments, visit https://wendor.sfs.ny.gov Agency Code and Description Tele Inquiry Ne Voucher No SKY01 State University of New Yo 607/777-4526 C369183

Payer Reference/Invoice No 2013025

Ref/Inv Date 01/07/15

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2013 Final Billing Adjustment

GOV'T ENTITIES, VENDORS, NOT-FOR-PROFITS: Non-Negotiable Check Total Go to http://www.osc.state.ny.us/epay/index.htm for Electronic Payments information

DETACH HERE BEFORE CASHING

PLEASE CASH WITHIN 180 DAYS

### State of New York

REMITTANCE ADVICE for CHECK NO. 03255178 NOTICE: To access remittance information on any one of your MYS payments, visit https://wendor.sls.ny.gov

Agency Cods and Description
DOLO: Department of Labor

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Payer Reference/invoice No.

Ref/Inv Date 11/14/14

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DETACH HERE BEFORE CASHING

PLEASE CASH WITHIN 180 DAYS

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Glatfelter Claims Management, Inc. P O Box 5126 York, PA 17405 (800) 233-1957

RECUIVED JAN 3 9 2015

COMPTHOLDED COM

HINCKLEY ALLEN 30 SOUTH PEARL STREET SUITE 901 ALBANY, NY 12207-3492

PAYMENT IS BEING ISSUED FOR: NEGOTIATED SETTLEMENT TO CONCLUDE MEDIA CLAIM.

CHECK NUMBER:

0001066639

CLAIM NUMBER:

NYSP211050976-00011

PAYMENT AMOUNT: \$\*\*\*\*550,000.00

Payment On Behalf Of AAIC

Any person who knowingly presents a false or fraudulent daim for the payment of a loss is guilty of a crime and subject to criminal prosecution and civil penalities.

SPECIAL DISTRICTS

Please detach voucher and deposit check promptly.

02/18/2015 08:45 cpearsalljs

JOINT SEWAGE BOARD JOURNAL INQUIRY

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<sup>1</sup> Journals printed

<sup>\*\*</sup> END OF REPORT - Generated by Charlie Pearsall-js \*\*

02/18/2015 08:46 cpearsalljs

JOINT SEWAGE BOARD JOURNAL INQUIRY

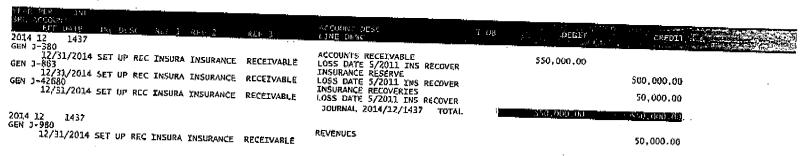
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<sup>\*\*</sup> END OF REPORT - Generated by Charlie Pearsall-js \*\*

### City of Binghamton

### GENERAL JOURNAL ENTRY PROOF

CLERK: cwrobinson



Report generated: 02/03/2015 12:57 USer: curobinson Program ID: 91cjeunt

### City of Binghamton

### GENERAL JOURNAL ENTRY PROOF

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JAN 10 95

Midele

ALBANY, NY 12207-3492

BY: 10 1 1/3/15

PAYMENT IS BEING ISSUED FOR: NEGOTIATED SETTLEMENT TO CONCLUDE MEDIA CLAIM.

CHECK NUMBER:

0001066639

CLAIM NUMBER:

NYS2211050976-00011

PAYMENT AMOUNT: \$\*\*\*\*550,000.00

500,000

Payment On Behalf Of AAIC

REVONUE

50,00

Any person who knowingly pr rauditient claim for the payment of a loss is guity of a crime and subject to criminal prosecution and civil penalities.

COOK

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RYDERD SPECIAL DISTRICTS

Please detach voucher and deposit check promptly.

S CHECK IS VOID WITHOUT A BLUE & GREEN EACKGROUND ARDFAIR A BRITHOAD WATERWARK CHAIRE BACKREGOED AD ANGLE TO HEIVE CHECK NO. 0001066639 CHECK DATE: 11/20/2014 CLAIM NUMBER **POLICY NUMBER** PAYEE TAXPAYER ID POLICY DATES SDISSP8154666-00 00-0000000 1/01/2011 - 1/01/2012 POLICY HOLDER CLAIMANT DATE OF LOSS BROWN & BROWN OF NEW YORK INC BINGHAMTON-JOHNSON CITY JOINT SEW BINGHAMTON-JOHNSON CITY JOINT S 5/16/2011

PAY: Five hundred fifty thousand and 00/100 Dollars

TO THE ORDER OF BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

HINCKLEY ALLEN

550.000.00

#0001066639# #031302955# 985022140#

# Legislative Branch



City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

### REQUEST FOR LEGISLATION

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#### **Applicant Information**

Request submitted by:	Jared Kraham		
Title/Department:	Executive Assistant to the Mayor		
Contact Information:	607-772-7001		
	RL Informati	on	
Proposed Title:	Budget Amendment		
		-	
-	•		
Suggested Content:	See attached transfer request		
	· ·		
	Additional Inform	nation	
Does this RL concern gr	ant funding?	Yes □	№ □
If 'Yes', is the required	RL Grant Worksheet attached?	Yes □	No 🗆
Is additional information	related to the RL attached?	Yes □	No □
Is RL related to previous	ly adopted legislation?	Yes □	No □
If 'Yes', please provide	Permanent Ordinance/Resolution/L	ocal Law number(	3):
Mayor:	OFFICE USE ON	En O	
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Corporation Counsel:	- A		September 1990 - Septem
Finance 🖔 Planni	ng 🗆 MPA 🗆 PW/Parks 🗆	Employees □	Rules/Special Studies



## **CITY OF BINGHAMTON**

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

#### REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller c/o Board of Estimate and Apportionment 38 Hawley Street Binghamton, NY 13901

		Date: 02/25/2015
I respectfully request the below de	scribed transfer of funds due to the follow	ing reasons:
Transfer of funds for Grant Consu		
	3	
From Budget Line (No. and Title	e) To Budget Line (No. and Title)	Total Transfer Amount
see attached.		
I do hereby certify that the funds v	vill not be needed in the budget line from v	which I am requesting this
transfer to be made.		
199	a Jarol Sunlukan	
Signature: mather Wage	- Jarol Sunluan	Date:
	OFFICE USE ONLY	
I hereby certify that the above funds a	re unencumbered and available for Transfer. C	ertified by the Comptroller.
Signature:		Date: 3/25/15
I hereby certify that the above describ	ed funds have been transferred, in accordance	/ /
Binghamton Chapter 9, Appropriation	s. Certified by the Treasurer.	with the Code of the City of
Signature:		Date:
Transfer of funds APPROVED [] / D	ENIED 🗆 on Certified by t	the Secretary of the Board of
Estimate and Apportionment.	•	•
Signature:		Date:
Transfer of funds reviewed by the Bin	ghamton City Council Finance Chair. Recomn	nendations to be attached.
Signature:		Date:
-		

#### Transfer of Funds

From Budget Line (No. and title)	To Budget Line (No. and Title)	Am	ount
A1440.51000 Personal Services -	A6989.54410 Professional		· · · · · · · · · · · · · · · · · · ·
City Engineer	Servics	\$	11,300.00
A1640.51000 Personal Services -	A6989.54410 Professional		
General Equip Mechanic	Servics	\$	7,000.00
A7110.51000 Personal Services -	A6989.54410 Professional		
Motor Equipment Operator	Servics	\$	4,400.00
A6989.51000 Personal Services -	A6989.54410 Professional		
Ec Dev Spec Fin Analyst	Servics	\$	7,300.00
A.42410 Rental of Real Property -	A6989.54410 Professional	-	
Ely Park Golf Course	Servics	\$	25,000.00
		-	
		\$	55,000.00

## Legislative Branch

RL Number:

15-42

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607

607-772-7005

#### REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

#### **Applicant Information**

Dogwood ambroided I been	lared M. Kraham		Basconia consulta	
Request submitted by:	Jaieu W. Klallalli			
Title/Department:	Office of the Mayor			
Contact Information:	(607) 772-7001			
	RLI	<u>Information</u>		
Proposed Title:	A Resolution authorizing	the Mayor to	enter into an	agreement with
Wladis Law Firm, P.C. fe	or grant consulting servic	es in an amo	unt not to exce	eed \$55,000.00.
Suggested Content:	To be drafted by Corpora	ation Counse	l.	
		7, 100	,	
Budget line: A6	989.54410			
	Addition	ıal Informat	ion	
Does this RL concern gr	ant funding?		Yes □	No ⊠
If 'Yes', is the required l	RL Grant Worksheet attac	ched?	Yes □	No 🗆
Is additional information	related to the RL attache	ed?	Yes ⊠	No □
Is RL related to previous	sly adopted legislation?		Yes □	No ⊠
If 'Yes', please provide	Permanent Ordinance/Re	solution/Loca	al Law number	r(s):
Mayor:	ØFFIG	E USE ONLY		
Comptroller:	- Will			management and a second
Comparation Counsel:				
Finance Planni	ng □ MPA □ PV	V/Parks □	 Employees □	Rules/Special Studies



February 19, 2015

Mayor Richard David City of Binghamton Binghamton City Hall 38 Hawley Street Binghamton, NY 13901

Re: Letter of Engagement

Dear Mayor David:

I am pleased to welcome the City of Binghamton (the "City") as a client of the Wladis Law Firm, P.C. (the "Firm"). Our goal is to provide you with the highest quality services in a responsive and efficient manner.

It is our intent in providing this letter to set forth a clear understanding of our obligations to each other, the fees to be charged, the type of expenses that might be incurred, and our billing practices. If you or others have any questions or desire any clarification concerning any of the matters discussed in this letter agreement, please do not hesitate to telephone me directly.

This letter of engagement confirms that the Wladis Law Firm, P.C. will undertake to provide services to the City with respect to strategic planning, economic development, grant writing, and funding objectives. Should the nature of our engagement change or expand over time, that too will be governed by this letter of engagement.

The Wladis Law Firm will receive a monthly retainer of Five Thousand (\$5,000.00) Dollars, commencing on March 1, 2015 through and including December 31, 2015, plus the necessary expenses and disbursements (which expenses and disbursements shall not exceed \$5,000.00 without prior written approval by the city), including but not limited to photocopying charges, postal charges, express mail delivery fees, facsimile charges, telephone charges, and mileage and travel expenses according to our standard rates.

Standard Billing and Payment Procedures. We normally bill on a monthly basis, providing you with a monthly statement for services rendered and for disbursements incurred for your account.

All of our statements are due and payable within thirty (30) days of receipt. If the City's payments are delayed beyond this date, we will charge interest on the unpaid amounts until paid. The present interest rate is twelve percent (12%) per annum. If circumstances warrant, we reserve the right to change the rate upon notice to the City. We will not charge an interest rate in excess of the maximum amount allowable by law.

Mayor Richard David City of Binghamton Page 2

In the unlikely event of a fee dispute, the City may have the right to resolve the dispute via arbitration, as provided for by the New York State Fee Dispute Resolution Program. 22 NYCRR Part 137. If that occasion should arise and the City is eligible to request that the dispute be resolved via arbitration, we will, as required by law, provide the City with the Standard Instructions to Clients for the Resolution of Fee Disputes Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. If that circumstance exists, we may not commence an action in court to collect any disputed fees until such notice has been provided.

Please sign a copy of this letter and return it to us by electronic mail.

Should you have any questions about this letter or any other matters, please do not hesitate to contact me.

Respectfully,

THE WLADIS LAW FIRM, P.C.

Mark N. Wladis

ACCEPTED:

By:

RL Number:
5-43

Date Submitted:
226 | F

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

#### REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

#### **Applicant Information**

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13 S. Washington Street, Suite 1 Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436 Web: www.griffithsengineering.com

February 9, 2015

Mr. Gary Holmes, PE Director of Public Works City of Binghamton City Hall, 38 Hawley Street Binghamton, NY 13901

Re:

Amendment II

Binghamton-Johnson City Joint Sewage Treatment Plant

Flood Mitigation Improvements

Dear Mr. Holmes:

Griffiths Engineering, LLC (GE) and its project team is presently under contract for design of improvements at the Joint Treatment Plant for Flood Mitigation. At your request we have compiled the following additional work proposal for the City's review and approval. The scope and fee proposed below is to incorporate changes and additions to the project initiated by your office.

#### Item #1 - Terminal Pump Station

\$ 56,554.00 NTE

A. Multiple Bid Package Preparation

Includes scope previously authorized by City Engineer for preparation of separate Bid Packages for work at the Terminal Pump Station including Contracts for Plumbing, Mechanical and General Construction. This includes efforts by sub consultant Savin Engineers, and work by Griffiths Engineering, LLC which includes coordination and project management.

#### B. Plant Requested Additions to Scope

Work includes a change in design to accommodate cost savings changes to electrical power system initiated by New York State Electric and Gas to change power from medium to low voltage. Changes will save costs of equipment and will result in lower operating and maintenance costs. Work includes large effort by Savin and coordination and project management by GE.

This item includes participation by Savin Engineers (DBE/MBE Firm) in the amount of \$49,140.

#### Item #2 - Floodwall Easement Acquisition Services

\$47,039.00 NTE

Preparation of required easements for temporary and permanent use of properties required for the construction of the floodwall. This work will be for the Phase II of the Floodwall Project. These include the two Miller parcels, and Broome County. Work includes efforts by Griffiths

Engineering, and easement work by Williams and Edsall surveyors and Congdon and Company, Inc. Sub fees are listed below and included in NTE cost. These services are necessary for the location of flood protection elements critical to the protection of the plant.

Congdon Appraisal Fee (Includes Legal, Appraisal, etc.) \$ 27,490 NTE Williams and Edsall Land Surveyors \$ 8,000 NTE

#### Item #3 – Phasing of Floodwall Project and Rework for BAF Design

\$ 100,000.00 NTE

At the request of the City of Binghamton, GE will separate the Floodwall project into two distinct contracts for bidding. Phase I will include the construction of the wall to the east and along the river up to the BAF facility. Phase II will occur south of the BAF facility and will include floodgate across Vestal Road, and the acquisition of temporary and permanent easements.

An intermediate phase by others will occur between Phases I and II that will reconstruct the BAF facility and provide flood protection along its length along Fuller Hollow Creek. This will require additional engineering and rework for the design and coordination of improvements being undertaken for the redesign of the BAF facility, currently being prepared by GHD Consultants.

Other services are unknown at this time and may include SWPPP modifications, permit changes, interior drainage system changes, modification of pump stations and power supply, additional geotechnical consultation and other services. These services are necessary to make changes to a previously completed design to address the changes in the BAF basis of design and change in consultant.

The associated fee with this item is an estimate of efforts required by information available at this time. All charges to the project will be based on GE rate schedule for only actual hours and expenditures utilized on the project. Each billed item will include a detailed description of the actual work performed. The total amount for this work may be more or less than the amount notes. At any point where expenditures are at or approaching this fee, the City will be notified and arrangements for additional scope and compensation may be required.

#### Item #4 - Additional Outside Services Performed

\$ 100,349.42 LS

This proposal also includes a request for *additional project budget for services already performed* related to underground imaging, archeological consulting, test holes, and environmental reviews. Note that these costs have been reimbursed by the City, however are out of scope items that have depleted the available project budget designated for the completion of the design.

UIT (Underground Imaging Technologies)

Dated: 1-28-2013 Amount: \$55,000.00

GE Invoiced Feb 2013 # 11863

UIT (Underground Imaging Technologies)

Dated: 2-25-2013 Amount: \$35,000.00

GE Invoiced March 2013 #11892

SUNY Binghamton Research Foundation

Dated: 7-2-2013 Amount: \$1,977.00

GE Invoiced December 2013 # 12135

LeChase Construction Services, LLC

Dated: 1-2-2014 Amount: \$1,600.00

GE Invoiced January 2014 #12165

Environmental Data Resources, Inc.

Dated: 1-17-2014 Amount: \$561.60

GE Invoiced February 2014 # 12182

SUNY Binghamton Research Foundation

Dated: 2-3-2014 Amount: \$2,540.41

GE Invoiced March 2014 #12200

SUNY Binghamton Research Foundation

Dated: 3-5-2014 Amount: \$1,142.37

GE Invoiced April 2014 #12226

GPRS, Inc (Ground Penetrating Radar Systems)

Dated: 03-26-2014 Amount: \$1,600.00

GE Invoiced April 2014 #12226

SUNY Binghamton Research Foundation

Dated: 4-2-2014 Amount: \$912.82

GE Invoiced May 2014 # 12259

SUNY Binghamton Research Foundation Dated 6-2-2014 Amount: \$15.22 GE Invoiced June 2014 # 12294

**TOTAL: \$100,349.42 OUT OF SCOPE** 

Item #5 – Effluent Mixing Water Quality Improvement Project Bidding \$79,692.00 NTE

On April 1, 2014 GE had requested an amendment to our contract to incorporate additional work at the request of the City for work to add services to incorporate design of work to remove sediment and improve effluent discharge at the plant. This amendment was approved by City Council and design work has commenced. Since then the project has evolved at has been segmented for scheduling purposes and has become a stand-alone project. In addition, the project will require acquisition of easements and rights of way to access the Susquehanna River for construction. At the request of the City this work is being provided by the Griffiths Team.

GE is therefore requesting funding for these additional work items which include the preparation of a Bid Package for Sediment Removal, Effluent Mixing Improvements including necessary easement for river access. Work also includes previously provided services to identify and complete grant application which resulted in a Water Quality Improvement Grant to the City. A portion of this work including the river survey was included in Amendment I. This work is in addition to those efforts and include easement coordination for river access, and for preparation for stand-alone bid documents for this work and subsequent construction administration efforts. Work includes efforts by Griffiths Engineering, Woidt Engineering and Consulting, PC, and easement work by Williams and Edsall Surveyors and Congdon and Company, Inc. Work does not include additional services such as archeological studies other than already performed as part of the floodwall project. Sub fees are listed below and included in NTE cost.

Woidt Engineering (Stream Design/Grant Work) \$ 14,720 NTE Congdon & Company (Acquisition Services) \$ 25,000 NTE Williams and Edsall (Survey & Mapping) \$ 10,000 NTE

#### **Total DBE/MBE Participation – Amendment II:**

Amendment II includes participation by DBE/MBE firm, Savin Engineers, in the amount of \$49,140 representing approximately 12.5 % of the Amendment.

#### PROPOSAL ASSUMPTIONS

- 1. The City of Binghamton will be the filer and holder of all permits necessary for construction.
- 2. To the fullest extent permitted by law, and in consideration of the higher risks associated with this project, Griffiths Engineering's total liability to client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project, or this proposal for any cause or causes, including but not limited to Griffiths Engineering's consultants, negligence, errors omissions, breach of contract or breach of warranty shall not exceed the total compensation paid by the client to Griffiths Engineering.
- 3. These "Conditions of Proposal" are hereby made part of this Agreement

#### ESTIMATED ENGINEERING COSTS SUMMARY:

Item #1 - Terminal Pump Station Bid Package	\$ 56,554 NTE
Item #2 – Floodwall Easement Acquisition Services	\$ 47,039 NTE
Item #3 - Phasing of Floodwall Project and Rework for BAF Design	\$ 100,000 NTE
Item #4 - Additional Outside Services Previously Performed	\$ 100,349 LS
Item #5 - Effluent Mixing Water Quality Project Bidding	\$ 79,692 NTE
Total Amendment II:	\$ 383.634 NTE

The above fees include all sub consultant activity. The project will be billed based upon actual work performed and billed to the project in accordance with Griffiths Engineering's Hourly Rate Schedule. All billings will include detailed descriptions for actual work performed on a daily basis. Mileage and expenses are included in the not to exceed fees and will be billed in accordance with the Rate Schedule.

Griffiths Engineering will not exceed this estimate without written approval from the City of Binghamton.

We thank you for this opportunity of providing professional services in connection with this project. Should you have any questions concerning our proposal or our intended course of action, please don't hesitate to contact me.

Very truly yours,

Daniel Griffiths, P.E.

#### Form of Agreement

"If you are in agreement with the aforementioned scope and fee, please sign this proposal and return one copy to our office as an indication of your acceptance of this proposal and authorization to Griffiths Engineering to proceed with this project at the stated fee. All terms and conditions of this proposal are per "Standard Form of Agreement Between Owner and Engineer for Professional Services" EJCDC E500 (latest edition) (Prepared by Engineers Joint Contract Documents Committee, issued and published by American Consulting Engineers Council, National Society of Professional Engineers, and American Society of Civil Engineers)."

Please acknowledge acceptance of this proposal by signing one (1) copy and returning it to our office.

Authorized by the City Of Binghamton	
(Signed by Duly Authorized Party)	(Date)
(Print Name)	

#### <u>GRIFFITHS ENGINEERING – 2015 HOURLY RATE SCHEDULE</u>

TITLE HOURLY BILLING RATE

Principal \$135/hour

Stormwater Specialist \$125/hour

Project Engineer/Structural Engineer \$105/hour

Licensed Landscape Architect/Designer \$95/hour

Engineer \$95/hour

Junior Engineer \$75/hour

Construction Observation \$75/hour

Administrative Assistant/Secretarial \$45/hour

Sub-consultants Fee plus 10%

Rates subject to change January 1, 2016

#### REIMBURSABLE SCHEDULE

Digital Bond 1 copy of each drawing \$0.70/sf

All reproductions will be done by Dataflow in Binghamton NY. Fee plus 10%

Mileage: \$ 0.575 (57.5 cents)/ per mile

Automobile Rental, Equipment Rentals, Express Mail, Courier Services, Parking, Lodging, Meals, Fax Transmissions, Long Distance Calls, Tolls. Fee plus 10%

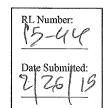
	Scope and Fee

	BJCJSTP Amendment II - Additional Scope and Fee				2/9/2015	
Item#	Description	Contractor	Service	Sub Fee	GE Sub Markup (10%)	Total
1	TPS Improvements Multiple Contract Bidding as stand alone project	Savin	Design	\$49,140.00	\$4,914.00	\$54,054.00
i i	Utility Connection					\$0.00
	Prime Coordination and Project Management/ QA QC	GE	PM/Coordination	\$2,500.00	\$0.00	\$2,500.00
					Total:	\$56,554.00
2	Floodwall Easement Acquisition Services	Congdon & Co.	ROW/Legal	\$27,490.00	\$2,749.00	\$30,239.00
		Williams & Edsall	ROW Mapping	\$8,000.00	\$800.00	\$8,800.00
		GE-Project Management (80 hours)		\$8,000.00	\$0.00	\$8,000.00
					<u>Total:</u>	\$47,039.00
3	Floodwall Design Changes to Coordinate BAF work by GHD (Efforts being determined and may	GE	Struct, Civil, PM	\$100,000.00		\$100,000.00
	include changes to structural systems, power, and utility changes, interior and pumping stations,		(Est 1,000 hours)			1
	permit modifications, SWPPP changes, Hyrdaulic and Hydrologic Calulations, Geotechnical		1			1
	Design, and other items relating from pending BAF changes). Also will require the preparation					
	of two Construction Document Packages Phased and differend Times, 2 CA phases of services			And the same of the same of	Total:	\$100,000.00
4	Outside Services Performed at Request of City	UIT	Underground Imaging		*	\$90,000.00
		SUNY B Archeology Foundation	Archeo	\$6,587.82	*	\$6,587.82
		LeChase Construction	Excavation	\$1,600.00	*	\$1,600.00
		EDR	Date Research	\$561.60	*	\$561.60
		GPRS	Underground- TPS	\$1,600.00	*	\$1,600.00
					Total:	\$100,349.42
5	Effluent Mixing/Sediment Removal	Woldt	River Design/Grants	\$14,720.00		
		Congdon & Co.	ROW/Legal	\$25,000.00		
		William & Edsall	ROW Mapping	\$10,000.00	\$1,000.00	\$11,000.00
		GE	PM/Bid Doc Prep.	\$25,000.00	THE RESERVE THE PROPERTY OF THE PERSON OF TH	\$25,000.00
		A STATE OF THE PARTY OF THE PAR		<u> </u>	Total:	\$79,692.00
	*GE Agreed to no markup at that time for these services only			Grand Tot	al:	\$383,634.42

Page 49 of 117

Finance 2

## Legislative Branch



City Clerk, City Hall, Binghamton, NY 13901 607

607-772-7005

#### REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

#### **Applicant Information** Request submitted by: Gary Holmes Title/Department: Acting City Engineer 607-772-7021 Contact Information: RL Information A resolution authorizing the Mayor to enter into an agreement with NYS Div. Proposed Title: of Homeland Security and Emergency Services for replacing the existing generator at the Frederick St. Pump Station. Total project costs=\$213,000 with Grant funds=\$159,750, local share=\$53,250 Suggested Content: **Additional Information** Does this RL concern grant funding? Yes 🗷 No □ If 'Yes', is the required RL Grant Worksheet attached? Yes No M Is additional information related to the RL attached? Yes 🗷 No □ Is RL related to previously adopted legislation? Yes 🗆 No ⊠ If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): OFFICE USE ONLY Mayor: Comptroller: **Corporation Counsel:**

Employees

Rules/Special Studies

PW/Parks 🗆

MPA 🗆

Planning

### STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE ACENCY (Name & Address).	BUSINESS UNIT/DEI
STATE AGENCY (Name & Address):	Copy of Namoloma
NYS Division of Homeland Security and Emergency	CONTRACT NUMBE Darenett for Fredrick
Services	Demp. Need Red
1220 Washington Avenue, Building 7A	CONTRACT TYPE: Mayor Sign
Albany, New York	Multi-Year A Simplified Re Col Consideration
	Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE:
COLVITATION	New
City of Binghamton	Renewal
28 Hawley Street Binghamton, NY 13901-3776	Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
	Frederick Street Pump Station Generator
	LPDM-2010-005
CONTRACTOR IDENTIFICATION NUMBERS:	AGENCY IDENTIFIER:
	·
NYS Vendor ID Number: 1000002570	
Federal Tax ID Number: 15-6000404	CFDA NUMBER (Federally Funded Grants Only):
DUNS Number (if applicable):	CFDA NOMBER (1 edictary 1 direct creams carry)
·	97.039
	CONTRACTOR STATUS:
CONTRACTOR PRIMARY MAILING ADDRESS:	CONTRACTOR STATOS.
28 Hawley Street	For Profit
Binghamton, NY 10803-13901	Municipality, Code: 360070660706
(	Tribal Nation
CONTRACTOR PAYMENT ADDRESS:	Individual
✓ Check if same as primary mailing address	Not-for-Profit
	Charities Registration Number:
	Charmes registration remove.
·	
CONTRACT MAILING ADDRESS:	Exemption Status/Code:
✓ Check if same as primary mailing address	
	Sectarian Entity

Contract Number: #\_C000704

Page 1 of 2

Master Grant Contract, Face Page

#### STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT	CONTRACT TER	M:	CONTRACT FUNDING	AMOUNT
From: 10/2	21/2013 To: 0	9/19/2015	(Multi-year - enter total period contract; Fixed Term/Simular current period amount):	. •
CURRENT	T CONTRACT PERI	OD:	current period amount).	
From: 10/2	21/2013 To: (	9/19/2015	CURRENT: \$ 159,750  AMENDED:	
AMENDE	D TERM:			
From:	То:		FUNDING SOURCE(S)	
	D PERIOD:		State Federal	
From:	To:		Other	
"	TI-YEAR AGREEMI represent projected		I T PERIOD AND FUNDING	G AMOUNT:
# C1	URRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5	· · · · · · · · · · · · · · · · · · ·			
ATTACHI	MENTS PART OF T	THIS AGREEMENT:		
Attachi	ment A:	✓ A-1 Program Spec ✓ A-2 Federally Fu	ecific Terms and Conditions unded Grants	
✓ Attachi	ment B:	B-2(A) Performa	e Based Budget	-
facilities of	•	nd Reporting Schedule oval Letter, 010815 FEMA	Yemi Odutola email	

Contract Number: # C000704

Page 2 of 2

Master Grant Contract, Face Page

### STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

#### WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

#### STANDARD TERMS AND CONDITIONS

#### I. GENERAL PROVISIONS

- A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

#### C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

- 1. Standard Terms and Conditions
- 2. Modifications to the Face Page
- 3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
- 4. The Face Page
- 5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
- 6. Modification to Attachment A-1
- 7. Attachment A-1
- 8. Other attachments, including, but not limited to, the request for proposal or program application
- **D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
- E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
- F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

<sup>&</sup>lt;sup>1</sup> To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>&</sup>lt;sup>2</sup> To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # C000704

Page 2 of 25, Master Contract for Grants - Standard Terms and Conditions

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

- G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.
- H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

#### J. Notice:

- 1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
- 2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
- 3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
- 4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
- 5. The parties may, from time to time, specify any new or different e-mail address, facsimile Contract Number: # C000704

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

- K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.
- L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.
- M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.
- N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

- P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
- Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>
- T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.
- U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.
- V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

<sup>&</sup>lt;sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

Page 5 of 25, Master Contract for Grants - Standard Terms and Conditions

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

#### II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

#### B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

#### 2. Renewal Notice to Not-for-Profit Contractors:

- a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.
- b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

Contract Number:	#	C000	1	U4	4

#### C. Termination:

#### 1. Grounds:

- a) <u>Mutual Consent</u>: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) <u>Cause</u>: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) <u>Convenience</u>: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

#### 2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or

- (ii) certified mail, return receipt requested and first class mail.
- b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:
  - (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
  - (ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

#### 3. Effect of Notice and Termination on State's Payment Obligations:

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

#### 4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Master Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

#### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

- 1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
- 2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
- 3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
- 4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
- 5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
- 6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
- 7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

#### B. Advance Payment and Recoupment:

- 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
- 2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
- 3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
- 4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
- 5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

#### C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

- 2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement: 4 Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

- e) Fee for Service Reimbursement: 5 Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.
- f) Rate Based Reimbursement: Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.
- g) Scheduled Reimbursement: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

<sup>&</sup>lt;sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>&</sup>lt;sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>&</sup>lt;sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

- h) <u>Fifth Quarter Payments:</u><sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
- 3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
- 4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
- 5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
- 6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
- 7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

<sup>&</sup>lt;sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: # C000704

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### E. Refunds:

- 1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).
- 2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.
- F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

- 2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:
  - a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
    - (i) Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
  - (ii) Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
  - (iii) Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
  - (iv) Final Report: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
  - (v) Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).
  - b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
    - (i) Progress Report: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) Final Progress Report: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.
- 3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### H. Notification of Significant Occurrences:

- 1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- 2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

#### IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

#### A. Contractor as an Independent Contractor/Employees:

- 1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
- 2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

#### **B.** Subcontractors:

- 1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
- 2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
- 3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
- 4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
- 5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
- 6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### C. Use Of Material, Equipment, Or Personnel:

- 1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
- 2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

#### D. Property:

- 1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
  - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
  - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
- 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
- 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
- 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### E. Records and Audits:

#### 1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

- (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
- (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
- (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

#### 2. Cost Allocation:

- a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
- 3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).
- F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

Contract Number: #C000704

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

#### G. Publicity:

- Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
- 2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
  - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
  - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
- 3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.
- H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

- I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.
- J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and womenowned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:
  - 1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
  - 2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
  - 3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

- 4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- 5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1-5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

- K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.
  - 1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
    - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
    - b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
    - c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

Contract Number: #\_C000704

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

#### L. Workers' Compensation Benefits:

- 1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.
- M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;
- 3. the history and results of any audit or investigation; and
- 4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

#### N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

Contract Number: #\_\_\_\_O000704

- 2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
- 3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
- 4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
  - a) to require updates or clarifications to the Questionnaire upon written request;
  - b) to inquire about information included in or required information omitted from the Questionnaire;
  - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
  - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
  - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
- 5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.
- 6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:
  - a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
  - b) the State's discovery of any material information which pertains to the Contractor's responsibility.

Contract Number: # C000704

- 7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.
- O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.
- P. Consultant Disclosure Law: If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
- Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

<sup>&</sup>lt;sup>9</sup> Not applicable to not-for-profit entities. Contract Number: # C000704

#### ATTACHMENT A-1

#### DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES Agency-Specific Terms and Conditions

#### 1. FEDERALLY FUNDED GRANT REQUIREMENTS

- A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.
- B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Attachment C and consistent with Attachment B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.
- C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.
- **D.** Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

	1
C000704	
Contract No. L	
Attachment A-1 Agency-Specific Terms and Condit	ions

#### 1) Administrative Requirements for all Federally Funded Grants:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

#### 2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

#### 3) Audit Requirements:

a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

#### 4) For Projects funded with Hazard Mitigation Grant Funds

- a) New York State Administrative Plan for the Hazard Mitigation Program
- b) Sections 203 (PDM) and 404 (HMGP) of the Stafford Act
- c) Sections 1323 (RFC), 1361A (SRL), 1366 (FMA) of the NFIA
- d) National Flood Insurance Reform Act of 1994
- e) Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004
- f) Section 322 of the Stafford Act (Mitigation Planning)
- g) Section 324 of the Stafford Act (Management Costs)
- h) National Historic Preservation Act
- i) National Environmental Policy Act

	2
Contract No.	
Attachment A-1_ Agency-Specific Terms and Conditions	

- j) EO 11988: Floodplain Management and EO 11990: Protection of Wetlands (44 CFR Part 9)
- k) National Environmental Policy and Environmental Considerations (44 CFR Part 10)
- 1) Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (44 CFR Part 13)
- m) Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, & other Non-Profit Organizations (2 CFR Part 215)
- n) Floodplain Management (44 CFR Part 60)
- o) Flood Mitigation Grants (44 CFR Part 79)
- p) Property Acquisition and Relocation for Open Space (44 CFR Part 80)
- q) Hazard Mitigation Planning (44 CFR Part 201)
- r) Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N)
- s) Management Costs (44 CFR Part 207)
- t) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents
- u) 2 CFR Parts 220 (OMB Circular A-21), Cost Principles for Educational Institutions; 225
- v) OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
- w) (OMB Circular A-122), Cost Principles for Nonprofit Organizations
- x) OMB Circulars A-94 and A-133
- y) Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations; and
- z) Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and Executive Orders.
- E. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

		3
	C000704	
Contract No. L		
Attachment A-	1 Agency-Specific Terms and Condition	1S

- 1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- 2) Affirmative steps shall include:
  - a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  - f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.
- F. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.
- G. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.
- H. Single Audit Requirements: In accordance with federal requirements, a Contractor that expends during its fiscal year \$500,000 or more of federal funds from all sources, including this Contract, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.
- I. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a

		4
Contract No.	C000704	
	-1_ Agency-Specific Terms and Condition	S

supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Attachment C. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

- J. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
  - 1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.
  - 2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.
  - 3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

"This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security."

#### K. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives

	, A	5
Contract No.	000704	
Contract No.		
Attachment A-1	Agency-Specific Terms and Conditions	

funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

- 2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
- 3) None of the goals, objectives or tasks, as set forth in Attachment C, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.
- 4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.
- 5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:
  - Activities to be performed;
  - Time schedule;
  - Project policies;
  - Other policies and procedures to be followed;
  - Dollar limitation of the Contract;
  - Attachment A-1, Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
  - Applicable federal and/or State cost principles to be used in determining allowable costs; and
  - Property Records or Equipment Inventory Reports

Additionally, all Contracts shall also include the following:

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than

		6
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	C000704	
Contract No.		l
Attachment A	1-1 Agency-Specific Terms and Con	ditions

the simplified acquisition threshold)

- 2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- 3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$ 10,000 by grantees and their contractors or subgrantees)
- 4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- 5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$ 2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- 6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$ 2000, and in excess of \$ 2500 for other contracts which involve the employment of mechanics or laborers)
- 7. Notice of awarding agency requirements and regulations pertaining to reporting.
- 8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contract No. C000704

Attachment A-1 Agency-Specific Terms and Conditions

- 11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- 12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- 13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- L. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Attachment B.
- M. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

#### N. Equipment and Property:

- 1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of DHSES, except as may otherwise be governed by federal or State laws, rules or regulations or the terms of this Contract.
- 2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once

	5
C000704	
Contract No.	
Attachment A-1 Agency-Specific Terms and Conditi	ons

every two (2) years.

- 3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:
  - a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
  - b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.
- O. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.
- P. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Attachment.
- Q. FOR ALL GRANTS: <u>IRAN DIVESTMENT ACT</u>. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <a href="http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf">http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf</a>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHSES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking

Contract No. C000704

Attachment A-1 Agency-Specific Terms and Conditions

compliance, recovering damages, or declaring the Contractor in default.

DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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G	C000704	
Contract No. L		
Attachment A-	1 Agency-Specific Terms and Cond	litions

Contract # C000704
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#### ATTACHMENT A-2

#### DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES Grant Assurances and Certifications for Federally-Funded Grants

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement), Government-wide Requirements for Drug-Free Workplace (Grants)," Part 67 and Part 69 and other certifications. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State of New York and/or the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

As the duly authorized representative of the applicant, I certify that the applicant agrees to comply with the following:

- 1. <u>Lobbying</u>. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:
  - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions;
  - c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- 2. <u>Debarment, Suspension and other Responsibility Matters (Direct Recipient)</u>. Applicant agrees that it will not make any award or permit any award (subgrant or contract) to any party

Contract No.	C000704		1	
Attachment A-2	2 Grant Assurances au	nd Certifications	for Federally-Funded G	rants

which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- d) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- 3. <u>Drug-Free Workplace (Grantees other than Individuals)</u>. As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620. The applicant certifies that it will continue to provide a drug-free workplace by:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) Establishing an on-going drug-free awareness program to inform employees about
    - 1) The dangers of drug abuse in the workplace;
    - 2) The grantee's policy of maintaining a drug-free workplace;
    - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

Contract No.	C000704	2
Attachment A	-2 Grant Assurances and Certification	ons for Federally-Funded Grants

- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: the applicable FEMA awarding office, i.e., regional office or FEMA office.
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 4. Applicant agrees that it will comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225 - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Contract No.	C000704	3
Attachment A	-2 Grant Assurances and Certification	ons for Federally-Funded Grants

- 5. Applicant agrees that it has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- 6. Applicant agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- 7. Applicant agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
- 3. Applicant agrees that it will give the awarding agency, the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 4. Applicant agrees that it will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.
- 5. Applicant agrees that it will comply with all provisions of 48 CFR, 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
- 8. Applicant agrees that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in OPM's Standards for a Merit System of Personnel Administration) 5 CFR Part 900, Subpart F.
- 9. Applicant agrees that it will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
- 10. Applicant agrees that it will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Applicant agrees that it will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data

Contract No.	000704	4	
Attachment A-2	Grant Assurances and Certification	ons for Federally.	Funded Grants

first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

- 12. Applicant agrees that it will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 13. Applicant agrees that it will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by such other information as may be required by the assistance awarding agency or state.
- 14. Applicant agrees that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- 15. Applicant agrees that it will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 16. Applicant agrees that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Applicant agrees that it will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

Contract No.	000704	5	
Attachment A-2_	Grant Assurances and Certification	ns for Federal	ly-Funded Grants

- 18. Applicant agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 19. Applicant agrees that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
- 20. Applicant agrees that it will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 21. Applicant agrees that it will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases.
- 22. Applicant agrees that will comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
- 23. Applicant agrees that it will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
- 24. Applicant agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

Contract No.	000704	6	
Attachment A-2	Grant Assurances and Certification	ons for Federally-Funded Gran	fς

- 25. Applicant agrees that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 26. Applicant agrees that it will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
- 27. Applicant agrees that it will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
- 28. Applicant agrees that it will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 29. Applicant agrees that it will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 30. Applicant agrees that it will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
- 31. Applicant agrees that it will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- 32. Applicant agrees that if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial

Contract No.	C000704	7
Attachment A	-2 Grant Assurances and Certification	ons for Federally-Funded Grants

assistance is extended or for another purpose involving the provision of similar services or benefits.

- 33. Applicant agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
- 34. Applicant agrees that in making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

#### Authorization

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

I,Name	······································	do hereby certify as the authorized rep	presentative or
officer of	Name of Organization	, that the information contained in	ı this
application is	s true and correct.		
Title		Signature	Date

Contract No.	C000704		8
Attachment A	-2 Grant Assurances and Certific	ations for	Federally-Funded Grants

# ATTACHMENT B-3 – CAPITAL BASED BUDGET SUMMARY

CONTRACTOR SES PAVEE NAME:	PROJECT NAME:	
CITY OF BINGHAMTON	Frederick Street Pump Station Generator	

To: 09/19/2015

From:

10/21/2013

CONTRACT PERIOD:

TOTAL	7. Other	6. Working Capital/Reserves	5. Administration	4. Construction	3. Acquisition	2. Design	Scoping and Pre-Development	CATEGORY OF EXPENSE
TOTAL \$159750.00	\$159750.00							GRANT FUNDS
\$53250.00	\$53250.00							MATCH FUNDS
	25						-	MATCH%
\$0.00								OTHER
\$213000.00	\$213000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	OTAL

## ATTACHMENT B-3 - CAPITAL BASED BUDGET DETAIL

TOTAL	7.	6.	C.	4.	3.	2.	)	SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION
								(IF APPLICABLE) (IF APPLICABLE)
\$0.00								(IF APPLICABLE) TOTAL

TOTAL	8.	7.	6.	5.	4.	3.	2.	•	DESIGN - TYPE/DESCRIPTION
									(IF APPLICABLE) (IF APPLICABLE)
\$0.00									(IF APPLICABLE)  TOTAL  Page 97  of 117

Contract Number: # C000704
Page 2 of 5, Attachment B-3 - Capital Based Budget

Ņ 4 ယ 2. 6 **∞** ACQUISITION - TYPE/DESCRIPTION TOTAL (IF APPLICABLE) # MHII QUANTITY (IF APPLICABLE) UNIT PRICE (IF APPLICABLE) \$0.00 TOTAL

TOTAL	8.	7.	6.	5.	4.	3.	2.	1. Backup Generator	CONSTRUCTION - TYPE/DESCRIPTION
									(IF APPLICABLE)
									QUANTITY (IF APPLICABLE)
									UNIT PRICE (IF APPLICABLE)
\$159750.00						Рас	g <b>e</b> 9	\$159750.00 f	TOTAL

Contract Number: # C000704
Page 3 of 5, Attachment B-3 – Capital Based Budget

151 ADMINISTRATION - TYPE/DESCRIPTION 7.6 ω 4 2 : Ö TOTAL ITEM#
(IF APPLICABLE) QUANTITY (IF APPLICABLE) UNIT PRICE (IF APPLICABLE) \$0.00 TOTAL

TOTAL	8.	7.	6.	5.	4.	3.	2.	)à	WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION
									ITEM# QUANTITY (IF APPLICABLE)
\$0.00									(IF APPLICABLE) TO
						Pa	ge 9	99 of	TOTAL 117

Contract Number: # C000704

Page 5 of 5, Attachment B-3 — Capital Based Budget

TOTAL	0.	7.	6.	5.	4.	3.	2.	•	OTHER - TYPE/DESCRIPTION
									(IF APPLICABLE) (IF APPLICABLE)
\$0.00									(IF APPLICABLE) TOTAL

#### Contract #: C000704

#### Attachment C

Program Workplan (LPDM-2010-005)

#### Frederick Street Pump Station Generator

The project will include replacing the existing diesel backup generator and existing panel switch located on the northwest corner of the intersection of Frederick Street and Brandywine Highway. The project will install a new backup diesel generator with an above ground fuel tank and a switch panel. The first building will hold the diesel generator with an above fuel tank. The panel switch will be installed in the second building, and the third building is where the wet well with the pumps are located.

#### ATTACHMENT D PAYMENT AND REPORTING SCHEDULE

#### I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A.	Adv	vance Pay	yment and Recoupm	ent Language (if applicable	):
	1.	amount		ercent (	ntractor, during the initial period, in the set forth in the most recently approved
	2.				ed by crediting (%) of subsequent is fully recovered within the contract
	3.	Schedule follows:	ed advance payments	shall be due in accordance v	vith an approved payment schedule as
			eriod:	Amount:	Due Date:
		P	eriod:	Amount:	Due Date:
		P	eriod:	Amount:	Due Date:
		P	eriod:	Amount:	Due Date:
B.	Inte	erim and/	or Final Claims for	Reimbursement	
	Clai	ming Sch	nedule (select applica	ble frequency):	
			terly Reimbursement Due date 15 days after o		
			thly Reimbursement Oue date		
			nual Reimbursement Due date		
			or Service Reimburse Oue date		

Contract Number: #\_C000704

B.

Page 1 of 4, Attachment D - Payment and Reporting Schedule

□ Rate Based Reimbursement Due date □ Fifth Quarter Reimbursement Due date □ Milestone/Performance Reimbursement Due date/Frequency □ Scheduled Reimbursement Due date/Frequency □ Scheduled Reimbursement Due date/Frequency □ Narrative/Qualitative Report  The Contractor will submit, on a quarterly basis, not later than 15 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract. □ Statistical/Quantitative Report  The Contractor will submit, on a quarterly basis, not later than days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract. □ Expenditure Report  The Contractor will submit, on a quarterly basis, not later than days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract. □ Expenditure Report  The Contractor will submit, on a quarterly basis, not later than 15 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract. □ Final Report  The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 45 days after the end of the contract period. □ Consolidated Fiscal Report (CFR)¹  The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year;		
Due date		
Due date/Frequency		Fifth Quarter Reimbursement  Due date
REPORTING PROVISIONS  A. Expenditure-Based Reports (select the applicable report type):  □ Narrative/Qualitative Report  The Contractor will submit, on a quarterly basis, not later than 15 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.  □ Statistical/Quantitative Report  The Contractor will submit, on a quarterly basis, not later than days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.  □ Expenditure Report  The Contractor will submit, on a quarterly basis, not later than 15 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.  □ Final Report  The Contractor will submit the final report as described in Section III(G)(2)(a)(iii) of the Master Contract, no later than 45 days after the end of the contract period.  □ Consolidated Fiscal Report (CFR)¹  The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of		
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		designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of

Contract Number: #\_C000704

II.

<sup>&</sup>lt;sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

#### B. Progress-Based Reports

#### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

#### 2. Final Progress Report

Final scheduled payment will not be due until days after completion of agency's au	ıdi	t of
the final expenditures report/documentation showing total grant expenses submitted by v	en.	dor
with its final invoice. Deadline for submission of the final report is	. 7	The
agency shall complete its audit and notify vendor of the results no later than	. 7	The
Contractor shall submit the report not later thandays from the end of the contract.		

#### C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Contract Number: # C000704
Page 3 of 4, Attachment D – Payment and Reporting Schedule

#### TABLE I - REPORTING SCHEDULE

PROGRESS REPORT#	PERIOD COVERED	DUE DATE
	ì	

Contract Number: # C000704
Page 4 of 4, Attachment D – Payment and Reporting Schedule

U.S. Department of Homeland Security Region II Jacob K. Javits Federal Office Building 26 Federal Plaza, Room 1311 New York, New York 10278-0002



October 21, 2013

Susan A Picarillo
Governor's Authorized Representative
New York State Division of Homeland Security & Emergency Services
Office of Emergency Management
Building #22, Suite 101
1220 Washington Avenue
Albany, New York 12226-2251

RE: Pre-Disaster Mitigation - Joint Explanatory Statement (LPDM-JES) FY 2010

LPDM-PJ-02-NY-2010-005

City of Binghamton - City Hall Permanent generator installation

Dear Ms. Picarillo:

This letter serves as a supplemental notice of the City of Binghamton sub-grant award through the Pre-Disaster Mitigation-Joint Explanatory Statement grant program. The sub-grant award was accepted by your office on September 19, 2013 Agreement Articles and conditions of approval are identified within the Federal Emergency Management Agency (FEMA) eGrants system where this letter is attached as an amendment.

The approved scope of work requires that the City of Binghamton, as Sub-grantee, satisfy the requirements of Section 203 (g)(h)(i) of the Robert T. Stafford Act Relief Emergency Assistance Act.

Based on the information provided within the application, a September 19, 2015 project completion deadline is established for this project. This deadline provides, ample time for the Sub-grantee to complete all activities identified within the approved scope of work. The proposed scope of work is to install a permanent generator for City Hall; this will include sufficient time for your office to conclude its administrative requirements after the project is completed.

Any change to the approved scope of work as identified in the City of Binghamton sub-application and this correspondence must be submitted by your office to FEMA for consideration and approval prior to implementation. Any modification to the approved scope of work that does not receive prior approval from FEMA would jeopardize grant reimbursement.

Funding has been made available in an amount not to exceed the total project cost of \$213,000.00 with a Federal share of \$159,750.00 and a required 25% non-Federal matching share of \$53,250.00.

Please notify the Subgrantee of project approval. In order to request a period of performance extension, the State must submit a formal written request to the Regional Director. The request must be made no later than 60 days prior to the expiration of the period of performance and must include a justification for the extension. This justification must also demonstrate that work is in progress and that it can be completed within the extended period of performance being requested. Other information required with this request includes a revised budget information form (regardless of whether or not there are changes to the budget); copies of any contracts entered into between the subgrantee with vendors, percentage of work completed and a description of all work completed. Extensions may not be considered for projects that are a result of delays in project initiation and implementation.

Any modifications to the scope of work must be submitted to FEMA for approval or funding will not remain eligible for this project. Problems or circumstances affecting completion dates, scope of work, or project costs that are expected to result in noncompliance with the approved grant conditions are to be described in the quarterly progress report. Requests for project time extensions will only be considered in instances where applicants have provided the grantee with accurate quarterly status reports. It is suggested that quarterly meetings be scheduled to review the projects status.

FEMA's staff is available to support State and local staff and provide technical assistance as requested. If you, your staff, or the Subgrantee should have any questions please contact Staff Yemi Odutola at 212-680-8525 or Yemi.Odutola@fema.dhs.gov

Sincerely

Director

Mitigation Division

#### Cintron-Meador, Elba (DHSES)

From:

Cintron-Meador, Elba (DHSES)

Sent:

Tuesday, January 13, 2015 11:16 AM

To:

Cintron-Meador, Elba (DHSES)

Subject:

FW: City of Binghamton-LPDM-2010-005

From: Odutola, Yemi [mailto:Yemi.Odutola@fema.dhs.gov]

Sent: Thursday, January 08, 2015 3:05 PM

To: Cintron-Meador, Elba (DHSES)

Subject: RE: City of Binghamton-LPDM-2010-005

Elba

This email is to confirm that the revisions for the City of Binghamton's application have been accepted and approved. The city can proceed with the installation.

Thank you,

*y.Odutola* HMA Specialist 212-680-8525

From: Odutola, Yemi [mailto:Yemi.Odutola@fema.dhs.gov]

Sent: Monday, March 17, 2014 10:48 AM

To: Cintron-Meador, Elba

Subject: RE: City of Binghamton-LPDM-2010-005

#### Good Morning Elba

The City of Binghamton can change their location to the Frederick Street Pump location. However a SOW change is required, as well as a cost review revision, FIRM map, schedule of work etc. Since I already sent a revision request for City of Binghamton for the first location. I think the subapplicant is fine in Egrants to make the necessary changes without sending the changes to FEMA and then I have to go back in and do another revision request so additional sections of the application can be revised.

*y.Odutola* HMA Specialist 212-680-8525

From: Cintron-Meador, Elba [mailto:ECintron-Meador@dhses.ny.gov]

Sent: Friday, March 14, 2014 4:42 PM

To: Odutola, Yemi

a the constant

Subject: City of Binghamton-LPDM-2010-005

Good Afternoon Yemi,

City of Binghamton has informed that they are not going to move forward with a the Water filtration pump generator due to the amount difference, they said they overage will be too high for them to bear. They are asking me if the grant can be utilize towards the Frederick Street Pump generator that is currently broken. See attached.

Thank you,

Warmest Regards,

flba Cintron-Meador

Mitigation Program Project Manager
NYS Division of Homeland Security & Emergency Services
1220 Washington Avenue | Bldg 22 | Albany, NY 12226-2251
518.292.2330 landline | 518.322.4983 fax
Grant opportunities: <a href="https://www.nysandyhelp.ny.gov/">www.nysandyhelp.ny.gov/</a> or 855-NYS-SANDY

Visit DHSES online at: <u>www.dhses.ny.gov</u> Visit NY-ALERT online at: <u>www.nyalert.gov</u>

This e-mail was sent from email servers at the Division of Homeland Security & Emergency Services(DHSES). Its contents, including any attachments, are intended only for the individual(s) named. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use it or its attachments.

Please notify the sender immediately by reply e-mail and delete this e-mail from your system.

Corporation Counsel:

Planning o

Finance 5

### Legislative Branch

RL Number:

15 - 26

Date Submitted:

2 27 15

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

Rules/Special Studies

#### REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

#### **Applicant Information** Request submitted by: Gary R. Holmes, P.E. Acting City Engineer, Engineering Dept. Title/Department: grholmes@cityofbinghamton,com Contact Information: **RL Information** A Resolution Authorizing the Mayor to Enter Into a Professional Services **Proposed Title:** Agreement with RAM-TECH Engineers for the Construction Phase, Post-Construction Phase, and Electrical Commissioning Engineering Services for the Terminal Pumping Station (TPS) at the BJCJSTP A resolution authorizing the Mayor to enter into a professional services Suggested Content: agreement with RAM-TECH Engineers to provide construction management for the Terminal Pumping Station (TPS) at the BJCJSTP. The amount of the agreement is \$155,800.00. Funding for this is available in budget line HX8150.500100.J1NN. **Additional Information** Does this RL concern grant funding? Yes No 🛮 Yes No 🗷 If 'Yes', is the required RL Grant Worksheet attached? Yes 🗷 No 🗆 Is additional information related to the RL attached? No 🗷 Yes Is RL related to previously adopted legislation? If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): ÔFFICE USE ONLY Mayor: Comptroller:

PW/Parks O

MPA o

Employees



RAM-TECH Engineers of Syracuse, P.C. 6100 Fairway Drive P.O. Box 10 Syracuse, New York 13211 Tel: 315-463-7716 Fax: 315-463-7758

RAM-TECH Engineers of Buffalo, P.C. 2495 Main Street Suite 435 Buffalo, New York 14214 Tel: 716-833-7716 Fax: 716-832-6373

RAM-TECH Engineers, Inc. 2 International Plaza Suite 318 Philadelphila, Pennsylvania 19113 Tel: 610-521-5159 Fax: 610-521-6562

RAM-TECH Engineers of Rochester, P.C. 300 State Street Suite 703 Rochester, New York 14614 Tel: -585-747-0906

Raman & Borick Technical Services, inc. 6100 Fairway Drive P.O. Box 10 Syracuse, New York 13211 Tel: 315-463-7716 Fax: 315-463-7758 February 11, 2015

Binghamton-Johnson City Joint Sewage Board 4480 Vestal Road Vestal, NY 13850

Attn: Ms. Catherine Young Superintendent

Re: Terminal Pumping Station (TPS)
Flood Protection Improvements
PO #34048

Dear Ms. Young:

We appreciate the opportunity to submit this proposal for the Construction Phase, Post-Construction Phase, and Electrical Commissioning Engineering services for the proposed Terminal Pumping Station Flood Protection Improvements project.

We understand the scope of work to include a new building enclosure for the proposed diesel generator, switchgear, and transformer, as well as rehabilitation of flow meters and gate valves at the terminal pumping station.

#### Scope of Services:

The scope of services, as we understand it, consists of the following:

#### Construction Phase:

- 1. Review and provide written comments on all design plans, specifications, and contract documents for constructability with Owner and Architect/Engineer ("A/E") prior to project bidding.
- 2. Coordinate and participate in pre-bid meeting. Distribute meeting minutes provided by A/E.
- 3. Establish and maintain document tracking system for all project construction records and required contract documents (electronic copies required).
- Coordinate and chair pre-construction and weekly construction progress meetings and issue minutes.

Terminal Pumping Station (TPS)
Flood Protection Improvements – 2/11/15
Page - 2 -

- 5. Prepare an agenda, conduct, and provide minutes for job meetings.
- 6. Issue contractor Notice to Proceed as prepared by the City.
- 7. Review the contractor's project schedule, schedule of values, submittal schedule, and list of proposed subcontractors.
- 8. Maintain daily sign-in and sign-out log for all personnel visiting or working on the project site.
- 9. Report any anticipated changes in site conditions to the Plant Superintendent and coordinate efforts to minimize disruptions to Plant operations and prepare recommendations.
- 10. Review periodic updates of all schedules with Superintendent and Contractor.
- 11. Coordinate submittals and shop drawings, and coordinate approval process with the A/E.
- 12. Clarify the intent and scope of the Construction Documents with the A/E.
- 13. Process requests for information ("RFI") regarding means and intent to the A/E and provide the contractor with appropriate and timely response.
- 14. Maintain project directory of contracts and file index.
- Maintain a construction site presence to monitor contractor activities and schedule, ensure quality control, observe safety practices, coordinate construction sequencing, and monitor and report on daily, weekly, and overall project progress.
- 16. Inspect, or observe inspection of, materials and system equipment for contract specification compliance.
- 17. Reject in writing non-conforming material, equipment, and or work and certify the completion of corrective action by the contractor.
- 18. Provide milestone schedule to be updated on a monthly basis.
- 19. Review, recommend, and certify contractor applications for payment.
- 20. Review and negotiate contractor change order requests with input from A/E.

Terminal Pumping Station (TPS)
Flood Protection Improvements – 2/11/15
Page - 3 -

- 21. Prepare proposed Change Orders for the Board's approval and execution.
- 22. Coordinate the preparation of revised documents and Contract Drawings (by updating the electronic plans, provided to the Board, to reflect the approved changes).
- 23. Conduct and participate in concealed space observations, system start-up observations, systems integration/operational demonstrations, Substantial Completion or pre-final work observations to determine the Dates of Substantial Completion, and Final work.
- 24. Develop punch list, monitor work, and certify completion and final payment.

#### Post-Construction Phase:

- 1. Provide two (2) quarterly inspections during the warranty period (additional inspections upon request, to be paid at a predetermined hourly rate).
- 2. Provide the Plant Superintendent with complete sets of Post Construction Documents in electronic format, including the following:
  - a. Procurement For all project contracts Announcement,
    Affidavit, Request for Qualifications ("RFQ"), Invitation to
    Bid ("ITB"), Bid Tab, Scoring Sheet, Letter of Intent, Notice
    of Award, Contract, Plans & Specifications,
    Insurance/Bonds.
  - b. Regulatory Compliance Building Permit, NYSDEC Permit, Zoning, and other as required.
  - c. Historic Phase I, II, or III Cultural Investigations -or-Determination of No Effect.
  - d. National Environmental Policy Act ("NEPA") as required.
  - e. Record Documents As-Built Drawings, Photographs, O & M Manuals, Warranty Documents, and all associated Project Documents, Inspection and Testing Reports.

Terminal Pumping Station (TPS)
Flood Protection Improvements – 2/11/15
Page - 4 -

- f. Invoices -Equipment, materials, Project Management, Legal, Design Engineering, Construction Management, Construction, Renovation, Testing, and other; CM/CA's Certification for Payment as to each.
- g. Any additional items provided by the contractor and the A/E of record.

#### Project Start-Up Commissioning:

- 1. Observe testing and verification of the generator, switchgear and transformer testing per the contract documents.
- 2. Provide four (4) site visits for one (1) engineer to witness the testing.
- 3. Verify testing, adjusting, and balancing are complete.
- 4. Prepare Report of the observed testing activities including any noted deficiencies.

#### Items Required from Binghamton-Johnson City Joint Sewage Board:

A. Copies of the final construction documents, including, drawings, specifications and addenda.

#### Items Not Included in Scope of Services, but Available:

- A. Attendance of engineering staff at construction project meetings.
- B. Construction phase services beyond the two hundred and forty days (240) days construction duration.

#### Fee:

RAM-TECH Engineers will provide the above services as follows:

<u>Construction Phase</u> - at not to exceed the amount of One Hundred Forty One Thousand Three Hundred and Twenty (\$141,320.00) Dollars.

For reference, we offer the following breakdown of our fee proposal:

A. Construction phase services for two hundred and forty days (240) days construction duration: One Hundred Twenty Two Thousand Nine Hundred and Fifty (\$122,950.00) Dollars, based on One Thousand Three Hundred Seventy Two (1,372) personnel-hours.

Terminal Pumping Station (TPS)
Flood Protection Improvements – 2/11/15
Page - 5 -

B. Report, logs, and document processing: Eighteen Thousand Three Hundred and Seventy (\$18,370.00) Dollars, based on Two Hundred Seventy Four (274) personnel-hours.

<u>Post-Construction Phase</u> - at not to exceed the amount of **Eight Thousand** Nine Hundred and Sixty (\$8,960.00) Dollars.

For reference, we offer the following breakdown of our fee proposal:

- A. Two (2) site visits for one (1) engineer to witness the Electrical systems performance: One Thousand Eight Hundred (\$1,800) Dollars, based on Twelve (12) personnel-hours.
- B. Report of the observed Electrical systems performance including any warranty items: One Thousand Eight Hundred (\$1,800) Dollars, based on Twelve (12) personnel-hours.
- C. Assemble Post Construction Documents in electronic format: Five Thousand Three Hundred and Sixty (\$5,360.00) Dollars, based on Sixty (60) personnel-hours.

<u>Project Start-Up Commissioning</u>- at not to exceed the amount of Five Thousand Five Hundred and Twenty (\$5,520.00) Dollars.

For reference, we offer the following breakdown of our fee proposal:

- A. Four (4) site visits for one (1) engineer to witness the testing and verify adjusting and balancing are complete: Three Thousand Six Hundred (\$3,600.00) Dollars, based on Twenty Four (24) personnel -hours.
- B. Report of the observed testing activities including any noted deficiencies: One Thousand Nine Hundred and Twenty (\$1,920.00) Dollars, based on Thirteen (13) personnel-hours.

#### Invoice & Payments:

RAM-TECH Engineers will submit invoices immediately following the end of each billing period. Payments shall be received within 30 days of receipt of each invoice.

Terminal Pumping Station (TPS)
Flood Protection Improvements – 2/11/15
Page - 6 -

We are very pleased to have this opportunity to provide you with these services and look forward to working with you on this and other future projects.

Please do not hesitate to call us if you have any further questions.

Very truly yours,	
Dimitar Todorov PE, LEED A.P. BD+C, E RAM-TECH Engineers, P.C.	NV SP
Accepted by Ms. Catherine Young	

Date

#### **CONSULTANT FEE PROPOSAL WORKSHEET**

Project Description: (Project Title, Facility Name and Address)	Consultant Name and Address:	Date: 2/11/1015
Terminal Pumping Station (TPS)	RAM-TECH Engineers, P.C.	Phase:
Flood Protection Improvements	6100 Fairway Drive, PO Box 10	Agency:
PQ #34048	Syracuse, NY 13211-0010	
		Prepared By: DLT

#### Breakdown of Tasks

	Employee Hours pe	r Task				on makes only all many				
Task Description	Employee Title	Principal	Project Manager	Sr. Engineer	Engineer	Site Inspector	Designer	CAD Operator	Word Proc	Total Hours
							pr			
Construction Phase Ser										0.00
- 240 cal, days construct						1372				1372.00
- Report, logs, and docu	ment processing								274	274.00
										0.00
Post-Construction Phas	se									0.00
- Two (2) site visits			1-1	12						12.00
- Report - electrical syst				12						12.00
- Assemble post constru	ction documents					60				60.00
										0.00
Project Start-Up Comn	nissioning									0.00
- Four (4) site visits				24						24.00
- Report - testing activiti	ies			13						13.00
										0.00
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							2277			0.00
Tota	I Employee Hours	0.00	0.00	61.00	0.00	1432.00	0.00	0.00	274.00	1767.00
Billing R	ates x Hourly Rate	\$201.00	\$162.00	\$150,00	\$135.00	\$89.60	\$115.00	\$87.00	\$67.00	
	Total Direct Cost	\$0.00	\$0.00	\$9,150.00	\$0.00	\$128,307.20	\$0.00	\$0.00	\$18,358.00	\$155,815.20
		Must be less than <2.4 x Overhead Multiplier							1	
		Subtotal						\$155,815		
		Must be less than <.15% X Profit (.00)								
Total	Personnel Days	220.875					To	otal Cons	ultant FEE	\$155,815

SUBCONSULTANTS	Fee Markup	TOTAL
		\$0
1		\$0

Reimbursable Expenses: **Contract Rate** Mileage: Estimate miles at Contract rate (over 35 miles one way). miles @

<b>Lodging:</b> At Contract per diem rates for the location of the facility.	night(s) @	\$0
Meals: At Contract per diem rates for the location of the facility.	overnight(s) @	\$0
Other Allowable Expenses: Identify expenses below.		
Α.		
В.		
	Total Reimbursable Expenses	\$0
	TOTAL FEE	\$155,800